



EQUIPMENT	Equipment MFG Model & Description	Serial Number	Accessories
	_____	_____	_____
	_____	_____	_____
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories			

Billing Address: \_\_\_\_\_  
 Equipment Location: \_\_\_\_\_

SERVICE PLAN	TRANSACTION TERMS
4 Hour Response Time Emergency Calls during Normal Business Hours Full Line Factory Trained Technicians All Parts Replaced at No Charge (unless otherwise noted) Preventive Maintenance, including 100% Labor and Parts Protection for your Business Investment Protection Against the Rising Costs of Parts and Labor Protection after Manufacturer's Warranty In-Office or Carry-In Service 1-800-272-8525 for Technical Support and Training	Purchase Option: Fair Market Value Term: _____(months) Monthly Lease Payment: \$_____ (plus applicable taxes) Monthly Copy Volume _____ Black/White _____ Color _____ Scans _____ Excess Rates (Black/White _____)/(Color _____)/(Scans _____) Network <input type="checkbox"/> Yes <input type="checkbox"/> No Supplier Fuel/Freight Fee \$_____ (Not to exceed \$75.00 per month) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$_____ (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)

Included in your Monthly Lease Payment ("Lease Payment") is a total of \_\_\_\_\_ Black/White, \_\_\_\_\_ Color copies or \_\_\_\_\_ Scans (the "Block of Copies"). In the event that the Block of Copies is used prior to the end of your Term, we will evaluate your copy usage and offer you a new Block of Copies at an additional charge that will be billed to you separately. In this situation, the Monthly Lease Payment does not change. You will continue to remit Monthly Lease Payments to us for the remainder of the lease term in the amount indicated above (Monthly Lease Payment). Until the extended service plan is executed, all related Black/White or Color copies will be billed at the excess rates indicated above. You are required to submit your meter readings for the Block of Copies before the last business day of each month.

SUPPLIER	<b>Imagetec, L.P.</b> 4509 Prime Parkway, McHenry, IL 60050 Phone 815 759-6000 Fax 815 759-6005
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YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR OR ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN ILLINOIS OR THE STATE OF LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY LESSOR OR ITS ASSIGNEE, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF LESSOR OR ITS ASSIGNEE SHALL BRING ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS LEASE, YOU HEREBY IRREVOCABLY AGREE THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF ILLINOIS OR THE STATE OF THE LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR IN ANY OTHER COURT OR COURTS HAVING JURISDICTION OVER YOU OR YOUR ASSETS, ALL AT THE SOLE ELECTION OF THE LESSOR OR ITS ASSIGNEE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE LESSOR OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1, 2 AND 3 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1, 2 AND 3. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Continued on page 2 and 3

LESSOR ("We", "Us")	LESSEE ("You")
<b>Imagetec, L.P.</b>  By: X _____ Name: _____ Title: _____ Date: _____	_____ (Lessee Full Legal Name) By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____

## TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us an interim payment from and including the Commencement Date through, but not including, the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/30th of the Monthly Lease Payment set forth herein for each calendar day during the Interim Rent Period.

3. **LEASE CHARGES.** In return for the Lease Payment, you are entitled to produce the Monthly Copy Volume each month. We may estimate the number of copies produced if you do not provide us with meter readings within seven (7) days of request. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. If you have a dispute with us regarding the Equipment, you shall continue to pay us all Lease Payments and Lease Charges without deduction or withholding any amounts. You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). You agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Lease, which will be remitted by us to the Supplier. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including, without limitation, any Equipment designated "Service Only"), you shall continue to pay the Lease Payment without deduction or withholding of any amounts.

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

Until you produce the entire Block of Copies for either Black/White or Color impressions, the Supplier identified on page 1 of this Lease has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING INSPECTION, ADJUSTMENT, DRUMS, CLEANING MATERIAL, TONER (LIMITED TO CONTRACTED USAGE AND MANUFACTURERS YIELDS), DEVELOPER AND PARTS NECESSARY TO PRODUCE COPIES. YOU MUST PURCHASE PAPER AND STAPLES SEPARATELY. DOES NOT INCLUDE ANY NETWORK CONTROLLER SUPPORT UNLESS NETWORKED YES BOX IS CHECKED ON PAGE 1 OF THIS LEASE UNDER "TRANSACTION TERMS". You acknowledge that: (a) we are not responsible for any service, repair or maintenance of the Equipment; and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. If you use supplies which are not specifically manufactured for use in the Equipment and such supplies cause service problems, abnormally frequent service calls, or damage to the Equipment, you agree to pay us for such repairs or damage on a "per call" basis at Supplier's standard published rates. In the event we determine that a shop reconditioning may be necessary to keep the Equipment in good working condition, we will provide you with an estimate of needed repairs and the cost thereof, which would be in addition to the charges payable under this Lease. If you elect to upgrade the Equipment with us, we will credit the remaining maintenance portion of this Lease towards a new equipment maintenance agreement covering the new equipment at Supplier's standard published rates in effect at the time of upgrade. If the Equipment is moved beyond our service zones, we may elect to cancel the maintenance portion of this Lease. If necessary, the services and supply portion of this Lease may be assigned. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) Lessor does not own such Equipment; (2) Lessor is not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service, maintenance of such Equipment pursuant to the terms above; (4) that portion of the Lease Payment attributable to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of such Equipment and (5) such "Service Only" Equipment may be added to or deleted from this Agreement by written notice from Supplier to us; provided that such addition or deletion does not modify the Minimum Payment or any other terms of this Agreement.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at our option and your cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of

the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

**8. INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide insurance, we have the right, but no obligation, to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance on which we may make a profit.

**9. DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; or (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

**10. REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

**11. END OF TERM OPTIONS: RETURN OF EQUIPMENT.** If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. IF YOU DO NOT PROVIDE US WITH SUCH WRITTEN NOTICE AND EITHER RETURN ALL OF THE EQUIPMENT OR PURCHASE ALL OF THE EQUIPMENT AT THE END OF THE TERM, THEN THIS LEASE WILL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS AND THEREAFTER ON A SUCCESSIVE MONTH-TO-MONTH BASIS (THE ADDITIONAL 12 MONTH TERM AND SUCCESSIVE MONTHLY RENEWALS, EACH A "RENEWAL TERM") and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default, or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

**12. ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

**13. MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including payment history, to credit reporting agencies and our assignees or parties having an economic interest in this Lease or the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

**14. ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease and other related documents (each a "Document") may be executed in counterparts. The executed counterpart which has our original signature (manual or electronic) and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC. Each Document manually or electronically signed and transmitted to us shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to such Document; and (ii) any determination as to which version of such Document constitutes the single true original item of chattel paper under the UCC. If you sign (manually or electronically) and transmit a Document to us by facsimile or other electronic transmission, such Document, upon execution by us (manually or electronically) shall be binding upon the parties and shall constitute the original agreement for all purposes. You acknowledge and agree that we may rely on any electronic signature that we reasonably believe to be the signature of your representative. Upon our request, you shall provide the counterpart of any Document containing your original manual signature to us. You agree not to contest the admissibility, validity or enforceability of any Document containing an electronic signature or any electronic Document under either the business records exception to the hearsay rule or the best evidence rule or any other legal theory or on the basis that the Document was not originated or maintained in original or documentary form.

**15. UPGRADE/DOWNGRADE.** Once each year during the Term, upon receipt of your written request, we may review our copy volume and propose options for upgrading or downgrading the Equipment to accommodate your copier needs.